



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE: **AS-0**
74400
Amendment 1

December 12, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**MAINTENANCE PROGRAM FOR BUS SHELTERS, BUS BENCHES, AND
TRASH RECEPTACLES AT DESIGNATED TRANSIT STOPS IN THE
UNINCORPORATED NORTH AREA OF THE COUNTY OF LOS ANGELES
SUPERVISORIAL DISTRICT 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this service continues to be more economically performed by an independent contractor than by County employees.
2. Amend Contract No. 74400 for Maintenance Program for Bus Shelters, Bus Benches, and Trash Receptacles at Designated Transit Stops in the Unincorporated North Area of the County of Los Angeles and direct the Chairman to sign. The amendment is to increase the annual contract amount by \$54,000 from the aggregate maximum annual amount of \$141,836 to \$195,836 commencing upon Board approval for both the current option year and the second and final option year. Funds are available in the Fifth Supervisorial District's Proposition A Local Return Transit Program included in the Fiscal Year 2006-07 Transit Enterprise Fund Budget and will be made available in the Fiscal Year 2007-08 Transit Enterprise Fund Budget.

3. Delegate authority to the Director of Public Works or his designee to annually expend up to an additional 25 percent of the total maximum annual amount of \$195,836 to cover the anticipated and unanticipated further expansion of transit shelters; and to approve amendments to the Contract involving changes to the scope of work and changes in the contracting entity, pursuant to the terms of the Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to supplement the annual contract amount for this program. On March 18, 2003, Synopsis 43, your Board approved Contract No. 74400 with ShelterCLEAN, Inc., under Public Works' Maintenance Program for Bus Shelters, Bus Benches, and Trash Receptacles at Designated Transit Stops in the Unincorporated North Area of the County of Los Angeles authorizing aggregate annual contract expenditures of \$138,376, plus an additional 25 percent of this annual amount to cover the anticipated expansion of transit shelters, plus additional amounts in each option year to cover cost-of-living adjustments (COLA), if any. The cost-of-living adjustment of 2.5 percent was taken into account at the start of the first renewal option, thereby increasing the annual contract expenditure amount from \$138,376 to \$141,836. This program is designed to provide maintenance of bus shelters, solar panels and associated apparatus, and bus stop benches as well as the collection, transportation, and disposal of waste from trash receptacles at transit stops. This supplement is necessary to cover the maintenance costs associated with the additional 74 bus stop shelters, 10 bus stop benches, and 80 trash receptacles that were installed in the unincorporated North County area subsequent to the execution of this maintenance contract.

Implementation of Strategic Plan Goals

This recommended action is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness. This supplement will improve internal County operations through the utilization of the contractor's expertise to effectively provide these transit stop maintenance services.

FISCAL IMPACT/FINANCING

There will be no impact on net County cost. The additional \$54,000 will increase the contract's annual not-to-exceed amount from \$141,836 to \$195,836 commencing upon Board approval for both the current option year, and the second and final option year of this contract. Funds are available within the Fifth Supervisorial District's Proposition A

Local Return Transit Program included in the Fiscal Year 2006-07 Transit Enterprise Fund Budget and will be made available in the Fiscal Year 2007-08 Transit Enterprise Fund Budget.

This annual sum may be increased at the Director's discretion by up to an additional 25 percent to cover the costs of maintenance and trash collection at any new transit stops that may be installed, and the removal, relocation, and replacement of existing amenities based on the contractor's unit prices.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed amendment has been executed by the contractor and approved as to form by County Counsel.

The COLA Amendment adopted by your Board on October 17, 2006, Agenda Item 31, was incorporated into this amendment. Except as modified in this amendment, all remaining terms, conditions, requirements, prices, and specifications of the contract will remain unchanged. Based on the previously calculated cost analysis, Public Works has determined that this service continues to be more economically performed by an independent contractor than by County employees.

ENVIRONMENTAL DOCUMENTATION

On March 18, 2003, Synopsis 43, your Board found the Maintenance Program for Bus Shelters, Bus Benches, and Trash Receptacles at Designated Transit Stops in the Unincorporated North Area of the County of Los Angeles to be categorically exempt from the California Environmental Quality Act.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of this amendment will not result in any impact on other current services or projects.

The Honorable Board of Supervisors
December 12, 2006
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CONCLUSION

Enclosed are three copies of the amendment. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copy should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc. 3

cc: Chief Administrative Office
County Counsel

AMENDMENT 1 TO CONTRACT NO. 74400

MAINTENANCE PROGRAM FOR BUS SHELTERS, BUS BENCHES, AND TRASH
RECEPTACLES AT DESIGNATED TRANSIT STOPS IN THE UNINCORPORATED
NORTH AREA OF THE COUNTY OF LOS ANGELES

THIS AMENDMENT, made and entered into this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and SHELTERCLEAN, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 74400 was entered into between the COUNTY and the CONTRACTOR, on March 18, 2003, to provide maintenance and trash collection services at designated transit stops throughout the unincorporated North Area of the County of Los Angeles; and

WHEREAS, subsequent to March 18, 2003, installation of additional bus stop shelters, bus stop benches, and trash receptacles in the unincorporated North County area has increased the maintenance costs associated with providing these contracted services, a fact that was not anticipated at the time the Contract was entered into; and

WHEREAS, subsequent to March 18, 2003, the COUNTY adopted a revised cost-of-living adjustments policy and the parties wish to include that policy and other revised general terms and conditions in this AMENDMENT.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 74400 between them shall be amended as follows:

FIRST: The Contract's annual not-to-exceed amount will be increased from \$141,836 to \$195,836 commencing upon Board approval for both the current option year, and the second and final option-year of this Contract.

SECOND: Part I, Specifications and Conditions, Section 5.C, Cost-of-Living Adjustments (COLA), is hereby amended and modified to exclude the cost of labor from the base upon which the COLA is calculated, unless the CONTRACTOR can show that his/her labor costs will actually increase, commencing upon Board approval, as follows:

The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI). The contract anniversary date shall be the effective date for any such COLA. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the

first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Administrative Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for contract option years, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the contractor can show that his/her labor cost will actually increase.

THIRD: Part II, Section 3.G, Changes and Amendment of Terms is hereby amended and modified with the following provision:

2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor, or if delegated by the Board, by the Director and the Contractor.

FOURTH: Part II, Section 3.U, Contractor Responsibility and Debarment, of the current contract is hereby deleted in its entirety and replaced with the following provision:

3.U. Contractor Responsibility and Debarment

- a. A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible contractors.
- b. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts, which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent, if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- c. The COUNTY may debar a contractor if the Board finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed any act or omission that negatively reflects on the CONTRACTOR'S quality, fitness, or capacity to perform a contract with the

COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice that negatively reflects on same; (3) committed an act or offense that indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.

- d. If there is evidence that the CONTRACTOR may be subject to debarment, Public Works will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- g. If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment, if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the COUNTY.
- h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented.

This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- i. These terms shall also apply to subcontractors of the CONTRACTOR.

FIFTH: Part III, Section C, Assignment, of the current contract is hereby deleted in its entirety and replaced with the following provision:

1. Assignment by Contractor

- a. CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or whether in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims that the CONTRACTOR may have against the COUNTY.
- b. Any and all shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the COUNTY in accordance with applicable provisions of this Contract.
- c. Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the COUNTY'S express prior written approval, shall be a material breach of this Contract, which may result in the termination of this

SIXTH: All other terms, conditions, requirements, and specifications of the original Contract and prior amendments shall remain in effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

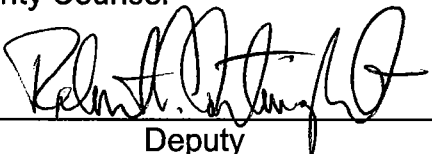
ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

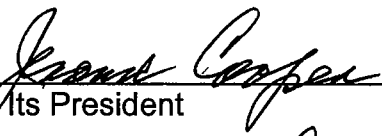
By _____
Deputy


APPROVED AS TO FORM:


RAYMOND G. FORTNER, JR.
County Counsel

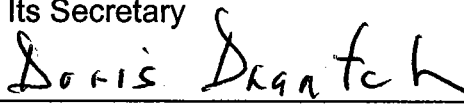
By  _____
Deputy

SHELTERCLEAN, INC.


By  _____
Its President

 _____
Type or Print Name

By  _____
Its Secretary

 _____
Type or Print Name

ALL-PURPOSE ACKNOWLEDGMENT

<p>State of <u>New York</u> County of <u>Nassau</u> On <u>November 24, 2006</u> before me <u>Dennis Connor, Notary Public</u> <small>NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"</small> personally appeared <u>Doris Drantch and Jerome Cooper</u> <small>NAME(S) OF SIGNER(S)</small> <input checked="" type="checkbox"/> personally known to me -OR- <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. Witness my hand and official seal.  <small>SIGNATURE OF NOTARY</small> </p>	<p>CAPACITY CLAIMED BY SIGNER(S) <input type="checkbox"/> INDIVIDUAL(S) <input checked="" type="checkbox"/> CORPORATE OFFICER(S) <u>Secretary</u>, AND <u>President</u> <small>TITLE(S)</small> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____ SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES) _____ _____ _____ </p>
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ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

<p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p>	<p>Title or Type of Document <u>Amendment 1 to Contract No. 74400</u></p> <p>Number of Pages <u>6</u> Date of Document _____</p> <p>Signer(s) Other Than Named Above <u>1, Jerome Cooper</u></p>
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